

# EXHIBIT A

### ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is made effective as of November 30, 2017 (the "*Effective Date*") between and among REVELATION ENERGY, LLC, a Kentucky limited liability company ("*Revelation*"), BLACKJEWEL L.L.C., a Delaware limited liability company ("*Blackjewel*" and, together with Revelation, whether individually or collectively, "*Seller*"), and LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company ("*Buyer*"). Seller and Buyer are sometimes referred to collectively herein as the "*Parties*" and individually as a "*Party*."

WHEREAS, this Agreement contemplates a transaction in which Seller will sell certain assets and pay certain amounts to Buyer and Buyer will assume certain liabilities from Seller upon closing of the transactions contemplated herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

#### ARTICLE I DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. Unless otherwise provided to the contrary in this Agreement, capitalized terms in this Agreement shall have the following meanings:

"*Adverse Consequences*" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, Taxes, liens, losses, expenses, and fees, including court costs and attorneys' fees and expenses.

"*Encumbrance*" means any mortgage, pledge, lien, encumbrance or security interest on any of the Purchased Assets.

"*Governmental Authority*" means the United States and any state, county, city or other political subdivision, agency, court or instrumentality.

"*Insurance Policies*" means all material policies of insurance of Seller.

"*Law*" or "*Laws*" means any statute, code, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any applicable Governmental Authority.

"*Obligations*" means duties, liabilities and obligations, whether vested, absolute or contingent, known or unknown, asserted or unasserted, accrued or unaccrued, liquidated or unliquidated, due or to become due, and whether contractual, statutory or otherwise.

"*Permitted Encumbrances*" means, with respect to the Purchased Assets, any of the following: (i) any liens for Taxes and assessments not yet due and payable or, if due and payable,

that are being contested in good faith in the ordinary course of business; (ii) liens reserved for Seller's performance under leases, subleases, licenses and similar instruments; (iii) any Encumbrances listed on Schedule I.1 which is attached hereto and made a part hereof; (iv) easements, rights-of-way, restrictions and other similar encumbrances; and (v) any mortgage, deed of trust, pledge, lien or security interest which may be a matter of record.

**"Person"** means an individual or entity, including, without limitation, any corporation, association, joint stock company, trust, joint venture, limited liability company, unincorporated organization, or governmental entity (or any department, agency or political subdivision thereof).

**"Tax" or "Taxes"** means any Federal, state or local income, sales, use, ad valorem, real property or personal property tax, including Transfer Taxes, and interest, penalties or additions thereto, whether disputed or not.

**"Tax Return"** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**"Transaction Documents"** means this Agreement and all other agreements, instruments and documents required to be delivered at the Closing.

1.2 Interpretations. Unless expressly provided for elsewhere in this Agreement, this Agreement shall be interpreted in accordance with the following provisions:

(a) Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

(b) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(c) A reference to a person, corporation, trust, estate, partnership, or other entity includes any of them.

(d) The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(e) All references in this Agreement to articles, sections or subdivisions thereof shall refer to the corresponding article, section or subdivision thereof of this Agreement unless specific reference is made to such articles, sections, or subdivisions of another document or instrument.

(f) A reference to any agreement or document (including, without limitation, a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

(g) No waiver by either Party of any default by the other Party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release the other Party from, performance of any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner a release of, the other Party from future performance of the same provision, condition or requirement. Any delay or omission of either Party to exercise any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter. The failure of either Party to perform its obligations hereunder shall not release the other Party from the performance of such obligations.

(h) A reference to any Party to this Agreement or another agreement or document includes the Party's successors and assigns.

(i) A reference to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(j) A reference to a writing includes a facsimile transmission of it and any means of reproducing of its words in a tangible and permanently visible form.

(k) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(l) The word "including" shall mean including without limitation.

(m) The Exhibits identified in this Agreement are incorporated herein by reference and made a part of this Agreement.

(n) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and assign to Buyer and Buyer agrees to purchase and assume from Seller all of Seller's rights, title and interests in and to the following (all of which are collectively referred to as the "*Purchased Assets*"), free and clear of all Encumbrances, except Permitted Encumbrances:



(a) The real property listed on Schedule 2.1(a) attached hereto and made a part hereof (collectively, the "***Owned Real Property***").

(b) The leases and other real property interests listed on Schedule 2.1(b) attached hereto and made a part hereof (collectively, the "***Leased Real Property***" or "***Lease***").

(c) The permits listed on Schedule 2.1(c) attached hereto and made a part hereof (collectively, the "***Permits***").

(d) All equipment listed on Schedule 2.1(d) attached hereto and made a part hereof (collectively, the "***Equipment***").

(e) All agreements listed on Schedule 2.1(e) attached hereto and made a part hereof (collectively, the "***Contracts***").

(f) All other assets listed on Schedule 2.1(f) and all other assets which are directly related to the assets described in Schedule 2.1 (a)-(f) and which provide a benefit to such accounts attached hereto and made a part hereof (collectively, the "***Other Purchased Assets***").

(g) All records in the possession of Seller pertaining to the assets described above in subsections (a) through (f), including, without limitation, all maps, files, reserve information and other similar materials pertaining (collectively, the "***Records***").

2.2 Assumed Obligations. At Closing, Buyer will assume only the following Obligations of Seller (collectively, the "***Assumed Obligations***"):

(a) All asset retirement liabilities and all other reclamation Obligations relating to the Purchased Assets whether arising before, on or after the Closing Date, but not including any asset retirement liabilities or other reclamation Obligations that are related to the Retained Obligations (as defined below) or any fines, penalties or similar charges arising before the Closing Date.

(b) All Obligations relating to the Purchased Assets arising from or related to Seller's purported ownership, possession, use or operation of the Purchased Assets after the Closing Date.

(c) The post-Closing Obligations of Seller under the Purchased Assets that, by their terms, arise after the Closing Date, and are to be observed, paid, performed or discharged, as the case may be, at any time after the Closing Date.

(d) All Obligations arising under any Environmental Law relating to the Purchased Assets arising at any time after the Closing Date.

2.3 Retained Obligations. Except for the Assumed Obligations, Buyer shall not assume, and Seller shall remain solely responsible for and shall retain, pay, perform and discharge any and all other Obligations of Seller (collectively, the "***Retained Obligations***").

2.4 Additional Consideration. As further consideration for Buyer's assumption of the Assumed Obligations, Blackjewel shall pay Buyer the sum of One Million Eighty-Six Thousand Dollars (\$1,086,000.00) in cash at Closing (the "*Cash Payment*").

2.5. The Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the offices of Dinsmore & Shohl LLP, 611 Third Avenue, Huntington, West Virginia, at 10:00 am, local time, on the date mutually agreed upon by the Parties, or at such other time, date or place as Seller and Buyer may mutually agree upon in writing but in no event later than March 31, 2018. The date on which the Closing is to occur is herein referred to as the "*Closing Date*".

2.6 Deliveries at Closing.

(a) At Closing, Seller shall:

- (i) Deliver to Buyer the Cash Payment.
- (ii) Execute and deliver to Buyer deeds conveying the Owned Real Property to Buyer in form and substance reasonably acceptable to the Parties.
- (iii) Execute and deliver to Buyer an assignment of the Leases in substantially the form attached as Exhibit A.
- (iv) Execute and deliver to Buyer an assignment of the Permits in substantially the form attached as Exhibit B.
- (v) Execute and deliver to Buyer a bill of sale for the Equipment and Other Purchased Assets in substantially the form attached as Exhibit C.
- (vi) Execute and deliver to Buyer an assignment of the Contracts in substantially the form attached hereto as Exhibit D.
- (vii) Execute and deliver to Buyer the Equipment Lease Agreement in substantially the form attached hereto as Exhibit E.
- (viii) Deliver to Buyer such other documents as Buyer may reasonably request that are necessary for the consummation of this Agreement.

(b) At Closing, Buyer shall:

- (i) Execute and deliver to Buyer the Transaction Documents.
- (ii) Deliver to Seller such documents as Seller may reasonably request that are necessary for the consummation of this Agreement.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF SELLER**

3.1 Representations as to Seller and the Transaction. Seller represents and warrants to Buyer as follows:

(a) Organization of Seller. Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of the state of its organization.

(b) Authorization of Transaction. Seller has all requisite organizational power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of Seller enforceable in accordance with its terms and conditions.

(c) Brokers' Fees. Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

3.2 Representations and Warranties Concerning the Purchased Assets. Seller represents and warrants to Buyer as follows:

(a) Encumbrances. The Purchased Assets are free and clear of all Encumbrances, except for Permitted Encumbrances.

(b) No Adverse Claims. There are no adverse claims to any of the Purchased Assets except for (i) Permitted Encumbrances and (ii) those claims which would not have a material adverse effect.

(c) Tax Matters. Except as would not have a material adverse effect, there are no disputes or claims concerning any Tax liability with respect to the Purchased Assets claimed or raised by any authority.

(d) Litigation. Except as may be set forth in Schedule 3.2(d), none of the Purchased Assets (i) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) is the subject of any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction, or is the subject of any pending or threatened claim, demand, or notice of violation or liability from any Person, except where any of the foregoing would not have a material adverse effect.

(e) Environmental Matters.

(i) With respect to the Purchased Assets, Seller is in material compliance with all Environmental Laws, except for such instances of noncompliance that do not have a material adverse effect.

(ii) Seller has obtained all licenses, permits, franchises, authorities, consents, and approvals, and has made all filings and maintained all material information, documentation, and records, as necessary under applicable Laws including Environmental Laws for owning or operating the Purchased Assets and any related business as it is presently conducted, or contemplated to be conducted, and all such permits, licenses, franchises, authorities, consents, approvals, and filings remain in full force and effect, except for such matters that do not have a material adverse effect.

(iii) Except as set forth on Schedule 3.2(e), (A) there are no pending or threatened claims, demands, actions, administrative proceedings or lawsuits against Seller or its predecessors in title with respect to the Purchased Assets under any Environmental Laws and (B) none of the Purchased Assets are subject to any outstanding injunction, judgment, order, decree or ruling, under any Environmental Laws.

(f) Title. Seller has good, marketable and indefeasible title to all the Purchased Assets, free and clear of any Encumbrances of any kind or nature whatsoever, other than for Permitted Encumbrances.

(g) Real Property. Seller has good and marketable fee simple title in and to the Real Property, free and clear of all Encumbrances, except for Permitted Encumbrances. Seller has not leased or otherwise granted to any Person the right to use or occupy the Real Property or any portion thereof. There are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase the Real Property or any portion thereof or interest therein.

(h) Contracts. All contracts to be assigned Buyer are freely assignable to Buyer and will be enforceable by Buyer in accordance with their respective terms (individually a "Contract" and jointly the "Contracts"). There is not under any Contract any existing default by any party thereto or event which, after notice or lapse of time, or both, would constitute such a default or result in the imposition of any late charges, liquidated damages or other penalties except for such defaults that would not have a material adverse effect. Seller is not aware of any intention by any party to any Contract (i) to terminate or amend the terms thereof, or (ii) to renew the same upon expiration only on terms and conditions which are more onerous and burdensome than those pertaining to the existing Contract.

(i) Leases. The Leases are in full force and effect and Seller has performed all Obligations required to be performed by it under the Leases, except when such default would not have a material adverse effect. Seller is not in default under any Obligation under the Leases, except when such default would not have a material adverse effect.

(j) Permits. The Permits are in full force and effect. Seller is not in default under or in violation of the Permits. Except as set forth on Schedule 3.2(j), there are no outstanding penalties, notices of noncompliance, agreements, judgments, consent decrees, agreed orders, or administrative actions or proceedings affecting the Permits.



**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF BUYER**

4.1 Representations as to Buyer and the Transaction. Buyer hereby represents and warrants to Seller as follows:

(a) Organization of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of the State of Delaware.

(b) Authorization of Transaction. Buyer has all requisite organizational power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions.

4.2 No Other Representations Beyond Those Expressed Herein. Buyer makes no other representation to any other Party to this Agreement as to any matter except as otherwise expressly provided herein.

**ARTICLE V  
POST-CLOSING COVENANTS**

5.1 General. If at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefore under Article VI).

5.2 Delivery of Records. As soon as practicable after the Closing Date, Seller will deliver or cause to be delivered the Records to Buyer at its principal office location or such other mutually agreeable location. Seller (and its successors and assigns) may retain a copy of the Records to the extent that they relate to the operation of its business.

5.3 Permits.

(a) The Parties shall use their commercially reasonable efforts to diligently and in good faith pursue the transfer of each Permit to Buyer and the approval of each such transfer by each relevant Governmental Authority. After the Closing Date, Buyer shall submit and file with the applicable Governmental Authority a complete and correct successor operator permit application and any other application or document necessary to cause or allow the transfer of each Permit to Buyer and the release of any and all of Seller's bonds related thereto. Simultaneously with the submission of the successor operator permit application, Buyer shall file and post with such Governmental Authority new bonds with adequate surety to allow transfer of each Permit and cause a full and complete release of Seller's bonds upon final transfer of each Permit. Seller agrees to cooperate fully with Buyer in the preparation and execution of all additional applications and other documents or submittals necessary to accomplish the transfer and assignment of each Permit to Buyer.

(b) After the Closing Date, Seller shall designate Buyer as "operator" with the appropriate Governmental Authority under each Permit where such designation is necessary for Buyer's operations until all consents to the transfer of the Permit are received. During this period, Buyer shall comply, in all material respects, with all Laws applicable to the Permit and shall give Buyer prompt written notice of any incidents or occurrences of non-compliance with such Laws, which Buyer shall have the right (but not the obligation) to cure, including any necessary right of entry to the property that is the subject of any of the Purchased Assets. Buyer agrees to, and does hereby, indemnify and hold Seller harmless in respect of any claim, loss, cost, expense (including without limitation, fees, expenses, disbursements and other charges of attorneys, accountants, consultants, experts and other professionals), liability, fine, penalty, interest, payment and/or damage incurred or suffered by Seller resulting from, arising out of, caused proximately by, incurred or suffered in connection with or incident to any liability or obligation relating to the Permit or Buyer's operations thereunder arising after the Closing Date.

(c) If a Permit cannot be transferred to Buyer for any reason beyond the control of Buyer, Buyer shall be entitled to continue to utilize the Permit either as a designated operator or under some other mutually satisfactory arrangement.

(d) Seller agrees that from the Closing Date through the transfer of a Permit to Buyer or so long as Buyer shall continue to utilize the Permit either as a designated operator or under some other mutually satisfactory arrangement, Seller shall not sell, transfer or otherwise dispose of the Permit or any portion thereof.

(e) Until such time as each bond is released, Buyer shall reimburse Seller for all continuing costs and to keep each such bond in full force and effect.

5.4 Contract Mining Agreement. If any sublease, assignment or transfer of a Contract or Lease would operate to void or nullify any such Contract or Lease, the Parties shall enter into a contract mining agreement or other agreement so as not to terminate the Contract or Lease under usual and customary terms for the Parties and with financial terms no less burdensome to the Parties than those provided herein.

## ARTICLE VI REMEDIES FOR BREACHES OF AGREEMENT

6.1 Survival of Representations, Warranties and Certain Covenants. The representations and warranties of Seller contained in Section 3.1 shall survive the Closing under this Agreement indefinitely and those contained in Section 3.2 for a period of three (3) years after the Closing Date, except those for which Seller has applicable insurance coverage and for those relating to Taxes, both of which shall survive for the maximum applicable statute of limitations. The representations and warranties of Buyer contained in Article IV shall survive the Closing indefinitely. The covenants contained in this Agreement to be performed after the Closing shall survive the Closing indefinitely.

6.2 Indemnification Provisions for Benefit of Buyer.

(a) Seller shall indemnify and hold Buyer harmless from and against any and all Adverse Consequences whatsoever arising out of or resulting from:

(i) Any breach of warranty or misrepresentation by Seller or the nonperformance of any covenant or obligation to be performed by Seller to the extent that and only to the extent that (A) there is an applicable survival period pursuant to this Article; and that (B) Buyer makes a written claim for indemnification against Seller pursuant to Article VI within such survival period;

(ii) Any liability or claim arising out of the ownership, conduct or operation of the Purchased Assets prior to the Closing Date;

(iii) Any claim which may be asserted against Buyer or any of the Purchased Assets by any of Seller's employees, independent contractors, their employees, or agents with respect to liabilities incurred by or on Seller's behalf prior to the Closing Date, whether covered by a collective bargaining agreement or not, including labor costs, severance pay, pension benefits, employee benefits, workers' compensation, vacation and holiday benefits, sick pay, multiemployer withdrawal liability, any and all employee benefits, and any other costs associated therewith; and/or

6.3 Indemnification Provisions for Benefit of Seller.

(a) Buyer shall indemnify and hold Seller harmless from and against all Adverse Consequences whatsoever arising out of or resulting from:

(i) Any breach of warranty or misrepresentation by Buyer contained herein, or the non-performance of any covenant or obligation to be performed by Buyer.

(b) Limitations of Indemnification. Seller acknowledges and agrees that the indemnification provisions in this Article shall be the exclusive remedies of Seller, Seller Indemnitees and their affiliates with respect to the transactions contemplated by this Agreement.

6.4 Matters Involving Third Parties.

(a) If any third party shall notify any Party (the "*Indemnified Party*") with respect to any matter (a "*Third Party Claim*") that may give rise to a right to claim for indemnification against any other Party (the "*Indemnifying Party*") under this Article, then the Indemnified Party shall promptly (and in any event within 5 business days after receiving notice of the Third Party Claim) notify the Indemnifying Party thereof in writing.

(b) The Indemnifying Party will have the right to assume and thereafter conduct the defense of the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party; provided, however, that the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without



the prior written consent of the Indemnified Party (not to be withheld unreasonably) unless the judgment or proposed settlement involves only the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party.

(c) Unless and until the Indemnifying Party assumes the defense of the Third Party Claim as provided in subsection 6.4(b), the Indemnified Party may defend against the Third Party Claim in any manner it reasonably may deem appropriate.

(d) In no event will the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party which consent shall not be withheld unreasonably.

## ARTICLE VII TAX MATTERS

7.1 Proration of Taxes. As of the Closing Date, there shall be prorated between Seller and Buyer accrued or prepaid items (other than any prepaid, advance, recoupable royalty or payment balances) relating to the Purchased Assets that relate to the period beginning before the Closing Date and ending after the Closing Date such that (a) Seller shall be liable for (and shall reimburse Buyer to the extent that Buyer shall pay) that portion of such Taxes and other expense items relating to, or arising in respect of, periods through the Closing Date, and (b) Buyer shall be liable for (and shall reimburse Seller to the extent Seller shall have paid) that portion of such Taxes and other expense items related to, or arising in respect of, periods after the Closing Date, including ad valorem and similar taxes with respect to the Purchased Assets. To the extent the amounts of any such proratable items are not finally known at the Closing, appropriate settlement will be made within thirty (30) days after the amount of any such item is finally known.

7.2 Cooperation on Tax Matters. Each Party shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other administrative or judicial proceeding relating to liability for Taxes. Each Party shall retain all books and records that are in its possession with respect to Tax matters pertinent to the Purchased Assets relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations.

7.3 Transfer Taxes. Seller and Buyer shall cooperate in the preparation, execution, and filing of all returns, questionnaires, applications or other documents regarding any transfer, recording, documentary, sales, use, stamp, registration and other similar taxes and fees ("*Transfer Taxes*") that become payable in connection with the transaction contemplated by this Agreement, and Seller and Buyer shall use their commercially reasonable efforts to obtain any certificate, document or take other action to reduce or eliminate any such Transfer Tax. Buyer will file all necessary tax returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable Law, Seller will join in the execution of any such tax returns and other documentation. Notwithstanding anything set forth in this Agreement to the contrary, Buyer will be obligated to bear and shall pay at Closing, any Transfer Taxes incurred in connection with the transactions contemplated by this Agreement. Buyer agrees to indemnify, defend and hold Seller harmless for all such Transfer Taxes.



**ARTICLE VIII  
MISCELLANEOUS**

8.1 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

8.2 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party.

8.3 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic signature page) and all such counterparts taken together shall constitute one and the same Agreement.

8.4 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given two (2) business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the party's last known address. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of West Virginia without giving effect to any choice or conflict of law provision or rule (whether of the State of West Virginia or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of West Virginia.

8.6 Entire Agreement. This Agreement (including the documents referred to in this Agreement) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter of this Agreement. Neither this Agreement nor any amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties.

8.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

8.8 Transaction Expenses. Each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

8.9 Right of Setoff. Either Party may setoff any amounts to which it may be entitled from the other Party under this Agreement or the Transaction Documents against amounts otherwise payable to the other Party under this Agreement or the Transaction Documents.

8.10 Rule of Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and the Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Asset Purchase Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

REVELATION ENERGY, LLC

By: 

Its: President

BLACKJEWEL L.L.C.

By: 

Its: President

LEXINGTON COAL COMPANY, LLC

By: 

Its: President

**Schedule 1.1**

**List of Encumbrances**

NONE



**Schedule 2.1(a)**

**Owned Real Property**

NONE

**Schedule 2.1(b)**

**Leased Property**

**[SEE ATTACHED]**

## Lease Summary

	Execution Date
<b>R235 - Slate Branch</b>	
Alberta & Elmer Stafford	12/18/1974
Bonzo Heirs Tract III (C5)	7/9/1991
Cuzzie Gooslin	10/23/1998
Cylde & Phyliss Daughtery	3/2/1994
Doug Gooslin	10/23/1998
Douglas & Evelyn Gooslin	3/21/2005
George & Della Griffey	1/1/2006
Glen & Nellie Blankenship	8/27/1993
James & Bonnie Yound	9/12/2005
Joseph McCoy	2/13/1991
Joseph McCoy, et al.	11/1/2011
Myrtle Dotson	9/28/1992
Robert & Mary Isom	6/15/2004
Terry Fields	10/17/1997
Virgie Fields	9/9/2001
<b>A23 - Big Branch</b>	
Majestic Collieres	2/1/2010
Poplar Creek	2/18/2014
<b>A30 - Point Rock</b>	
Empire Coal Holdings, LLC	8/22/2013
<b>R234 - Gooseneck</b>	
Arthur & Bunia Ratliff	9/22/2003
Bonzo Heirs Tract V (C6)	7/9/1991
Bonzo Heirs Tract IV (C4)	7/9/1991
Clyde Daughtery	3/2/1994
Eddie & Mary Dotson	8/8/2001
Eloise Thacker Alley	8/25/1981
Ernst Calhoun	11/10/1997
Hubert Compton	6/1/1993
Jessica & Thomas Curry	9/4/2003
JS Cline	2/5/1981
JW Kinzer (Kinzer Business Realty) (Harold Norma	12/31/1974
Kermit Ratliff	9/22/2003
Nora Gooslin Heirs	7/2/1999
Roy & Janice Browning	9/1/1980
Teddy Gooslin	5/2/2006
WE Deaton Heirs	5/7/1999

## Lease Summary

	Execution Date
<b>P2 - Pontiki Prep Plant</b>	
Hardin Heirs	5/20/1975
Oliver & Marcheta Blackburn	9/2/1985
Larry & Barbara Mullins	4/11/2011
Pocahontas/Pontiki Coal	9/30/2009
Ruth McCoy	4/5/1979
Mary Haney et al	6/28/2011
Mary Haney et al	4/15/2008
Clyde Salf et al	9/27/1988
Earnest & Pearl Cline	8/13/1973
Ollie & Raymond Gibson (c/o Ramona Williamsor	5/14/1976
Denzil Lowe	1/17/2012
Denzil Lowe	12/1/1993
Norfolk Southern	2/17/1987
Norfolk Southern	
<b>S1-Hunt's Branch</b>	
Paul & Helen Norman	2/27/2004
WS Charles	4/5/1996
Sandra Bentley	5/1/1999
Larry & Angela Mounts	8/10/2004
Donald & Beulah Norman	6/28/2004
George Norman	6/28/2004
Arnold & Pearl Schwartz; Keith & William Kilgore	9/7/2000
Arnold & Pearl Schwartz; Keith & William Kilgore	9/7/2000
Audy & Sharon Asbury	9/17/2004
Eddie & Barbara Hurley	6/20/2006
Gary & Shirley McClanahan	6/10/2004
Georgia Chapman	9/17/2004
Glen & Pauline Stump	8/19/2004
Homer Thompson	3/4/2005
James & Ellen Charles	11/21/1990
Kennie Wolford	7/25/2008
Larry & Angela Mounts	8/10/2004
Larry & Brenda Wolford	8/24/2004
Marrow Mounts Heirs	5/10/2012
Paul & Helen Norman	2/27/2004
Ronnie Chapman	August 2012
Roy, Jr. & Jewel Dotson	3/27/2006
Victoria Hicks (Leesha Mullins)	2/23/2009
William & Sylvia Coleman	10/10/2001



## Lease Summary

	Execution Date
<b>S1-Pompey West</b>	
Frank Robinette	1/1/2014
Hassell Prater	1/1/2014
Eddie Dean Ferrell	6/18/2014
Gerge Robinette Heirs, John & Melanie Robinett	3/19/2014
Lura Robinette Gannon	3/17/2014
Hulita & Diane Blankenship	6/22/2015
<b>S4 - Netley Branch</b>	
David Akers	9/2/1998
Ricky & Lana Blankenship	10/24/2001
Clair & Florence Breeding	7/24/1997
Lilly Crawley	4/15/2004
Paul Farley	9/30/2008
Hall / Whitt	9/2/1998
Gary Hatfield	3/15/1999
John Loudermelt	7/24/1997
Kathy Maynard	9/22/1998
Pocahontas Development	6/22/2003
Martha Roberts	10/1/2008
Patsy Salmons	4/16/2004
Landon Smith	9/6/1997
Colonial Energy LLC	5/1/2010
Raynie Hatfield	3/26/2008
<b>S4A - Calloway North</b>	
GW Dotson Heirs Change	8/4/2010
JL Dotson Heirs	10/25/1988
Johnny & Henrietta Dotson	12/9/1993
Kentucky Berwind-Amende 8/15/11	1/1/1992
Peter Creek Development	3/17/1993
Pocahontas Development	4/15/2009
Pocahontas Development (Colonial Land)	4/1/1993
Sarah Dotson	10/23/1990
<b>S9 - Findlay Branch</b>	
Almond & Martha McCoy	5/24/2010
Larry & Barbara Mullins	5/23/2008
Martin County Coal Corp	8/12/2008

## Lease Summary

	Execution Date
Jackie & Laura Scott	5/25/2010
Pontiki Coal, LLC	1/1/2011

### S15 - Flag Knob

Roy Alexander (Land Rental Celia Fish)	3/26/2009
Cecil & Bethel Setser	1/17/2011
Dorothy Maynard	6/14/2011
Douglas & Rosalee Taylor	1/16/1995
The Elk Horn Coal Company	12/1/2009
Goldie & Wanda Taylor	1/16/1995
Harry & Roberta Jones	10/24/2008
Pauline Nichols	3/1/2000
Roy Alexander	3/26/2009

### S18 - Seng Branch

James & Addie Farley	6/4/2009
James & Addie Farley, Virginia Karen & Terry Keat	5/21/2009
Randy Sluss et al	3/19/2009
John & Lutie Williams	4/8/2009
Sarah & Harold Hall	7/28/2009
Shelby Jarrell	10/20/2009
James & Dorothy Wooley	11/2/2011
Ronald Maynard et al	3/24/2010
Calvary Episcopal Church	5/19/2010
Kings Daughters & Sons	6/15/2010
Susan & Dane Moore	11/19/2010
William Kazee	11/16/2010
Franklin & Betty Booth	3/11/2011
Marcie & Earnest Hale	3/29/2011
Norman Vogeler	8/26/2011
Ronald & Judith Maynard	8/26/2011
John & Lutie Williams	8/26/2011
James Harmon	9/27/2011
Rodney & Grace Jordan	11/1/2011
Lowell Jordan	11/1/2011
Connel & Ruby Ware	12/16/2011
Pack, Reed, Potter, Stepp, Webb & Barrett	12/17/1998
Lummie & Dorothy Wilson (Larry Whitt-POA)	2/27/2001
Burgett, Cox, Booth, Vanoy, Foster & Palmer	3/1/2001
Carl & Nancy Justice	2/5/2011

## Lease Summary

	Execution Date
Lauren Land Company-Override	12/13/2013
Norfolk & Western Railway Company	5/7/1982
Russell Stanley	1/4/1982
Jim & Sadie Jude	4/18/1983
Andrew & Jean Webb	1/19/1984
Armel Staton	11/4/1996
Helen Bush	11/4/1996
Ray & Linda Jude and Thomas & Elizabeth Muncy	1/1/2002
Lauren Land Company	12/13/2013
Pocahontas Development Corporation	12/11/2013
Triple H Real Estate, LLC-Override	12/13/2013

### S20 - Bevins Branch

CAM Mining	5/21/2015
Alma Land	12/9/2004
Beaually Land	12/9/2004
Chestern & Judith Blackburn et al. (French Blackb	6/12/2013
E.J. (Elbert) & Justine Blackburn et al	8/5/2007
John Burchett	12/21/2007
Woodrow & Lora Burchett	11/11/2005
Ruth & Chester Butcher et al (Tom Fraley Heirs)	4/21/2007
Bill, Frank & Linda Caldwell	8/14/2006
Nella Clay	12/10/2012
DFM, Inc.	4/12/2004
The Elk Horn Coal Co.	9/1/2005
Delcie Endicott	4/22/2009
Barbara Fraely et al (Milford Fraley Heirs)	6/25/2007
Charles & Nancy Fraley et al (Haskey Fraley Heirs)	4/25/2007
John & Barbara Fraley et al (Milford Fraley Heirs)	9/6/2007
Maybeth Fraley et al (Jerry Fraley Heirs)	4/30/2007
Kalman Franko et al (Maude Gladys Franko Fraley	5/15/2007
Anna Jean & Ernest Goble et al	4/11/2007
Connie Hand et al (Samuel Henderson Fraley Heir	4/22/2007
Billy & Lucille James	5/6/2008
Helen Spears (Willie C. Thompson as successor)	1/16/2009
Wanda & Ballard Tussey	3/25/2008
Emogene Ward et al	12/11/2006
Sheila & Carl Wenger et al (Dorothy Mae Fraley C	6/25/2007
DFM, Inc. - Subleases:	
M&M Enterprise	9/1/1998
Cero Blackburn et al	6/4/1996
Cliff Blackurn et al	12/30/1999

## Lease Summary

	Execution Date
Denzil Allen et al	7/26/1999
Denzil Allen	9/1/2005
Denzil Allen/Jack Hall	8/23/1999

### **T2 - Sunny Ridge Loadout**

Pinson Lease - Robert Pinson	3/1/1972
NS Agreement 260032	4/14/1998
NS Agreement 260009	7/11/1995

### **Johns Creek & Peter Creek**

Berkeley Energy Corporation	10/8/2014
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**Schedule 2.1(c)**

**Permits**

**[SEE ATTACHED]**

REVELATION TO CC PERMITS

Job/Rec #	Job Name	New PERMIT #	Previous PERMIT #	County	Nearest Community	Latitude	Longitude	Total Road Amount	WGS Amount	Security Amount	Supplemental Assurance	LIT Bonds	Disturbed Acres	Sloped	Previous Open Wall	Open Wall	Reclaimed	Comments	
Major Reclamation Permits - Will be Mined to Reclaim																			
1	51	Hunt's Branch	898-0850	898-0887	Pike	Freeburn	37-33-14	82-09-21	\$7,412,000	\$6,678,000	\$784,000	\$1,200,000	1279.10	556.08	3500.00	996.00	662.49	Mine to Reclaim	
2	51	Pompey West	898-0803	---	Pike	Phelps	37-30-27	82-06-50	\$2,125,400	\$971,700	\$1,153,700	\$460,000	275.00	0.00	7800.00	3121.00	60.00	Mine to Reclaim	
3	54A	Caloway North	898-0892	898-0605	Pike	Phelps	37-30-11	82-10-34	\$3,995,000	\$3,576,500	\$418,500	\$1,350,000	406.11	100.40	8150.00	10760.00	180.20	Mine to Reclaim	
4	51B	White Oak	880-0254	880-0195	Martin	Pigeon Roost	37-45-43	82-26-19	\$1,246,600	\$0	\$1,246,600	\$150,000	315.00	4.49	5750.00	3436.96	250.00	Mine to Reclaim	
5	520	320 Bevels Branch	898-0985	898-0779	Pike	McComb's	37-38-59	82-35-48	\$3,379,900	\$0	\$3,379,900	\$1,200,000	1050.00	0.00	\$9500.00	\$9500.00	550.00	Mine to Reclaim	
6	520	520 Bevels Branch	898-0442	816-0355	Floyd	Endicott	37-39-22	82-37-28	\$2,609,300	\$0	\$2,609,300	\$450,000	200.00	0.00	0.00	0.00	20.00	Mine to Reclaim	
Major Reclamation with No Mining																			
7	510	Pompey	898-0916	898-0705	Pike	Sloppover	37-29-16	82-07-57	\$2,677,200	\$4,372,300	\$305,600	\$450,000	330.00	205.92	15120.00	0.00	95.00	Grading/Seeding - Approximately 150 acres	
Facilities																			
8	P2	Portland Prep Plant	880-0021	880-0005	Martin	Wolf Creek	37-49-55	82-31-01	\$629,300	\$0	\$629,300	\$0	16.00	0.00	0.00	0.00	1.00	Loadout Facility	
9	P2	Portland Refuse	880-0022	880-0006	Martin	Wolf Creek	37-48-55	82-31-01	\$1,638,700	\$0	\$1,638,700	\$0	100.00	0.00	0.00	0.00	30.00	Loadout Facility	
10	T2	Phelp's Loadout	898-8112	---	Pike	Calloway	37-29-32	82-11-06	\$423,500	\$0	\$423,500	\$0	45.20	0.00	0.00	0.00	0.00	Plant/Loadout	
Deep Mine Permits with Reserves (02)																			
11	R233	Dougherty Br	898-0890	898-0864	Pike	Freeburn	37-34-12	82-09-20	\$170,669	\$0	\$170,669	\$0	135.35	0.00	0.00	0.00	450.00	116.83	Deep Mine w/ Substantial Reserves Remaining
12	A23	Caloway South	898-4448	898-4213	Pike	Phelps	37-29-11	82-12-38	\$186,300	\$160,700	\$25,500	\$0	42.00	0.00	0.00	0.00	1766.00	41.00	Deep Mine w/ Substantial Reserves Remaining
13	R66	Cedar Grove Deep	898-4479	898-4043	Pike	Argo	37-27-54	82-06-32	\$75,000	\$0	\$75,000	\$0	3.00	0.00	0.00	0.00	400.00	0.00	Deep Mine w/ Substantial Reserves Remaining
14	R77	Wildman Grove Deep	898-4481	898-5265	Pike	Jamboree	37-30-09	82-07-02	\$75,000	\$36,400	\$38,600	\$0	4.13	0.00	0.00	0.00	400.00	0.00	Deep Mine w/ Substantial Reserves Remaining
15	R88	Majestic Deep	898-4480	898-5840	Pike	Jamboree	37-30-09	82-07-02	\$75,000	\$0	\$75,000	\$0	3.48	0.00	0.00	0.00	400.00	0.00	Deep Mine w/ Substantial Reserves Remaining
16	R89	Berkley Deep	898-4513	898-4515	Pike	Kemper	37-27-28	82-21-25	\$55,600	\$0	\$55,600	\$0	0.87	0.00	0.00	0.00	300.00	0.00	Deep Mine w/ Substantial Reserves Remaining
17	R77	Excel Mine #1	880-5194	880-5156	Martin	Pilgrim	37-43-57	82-31-01	\$364,000	\$0	\$364,000	\$0	52.00	0.00	0.00	0.00	0.00	0.00	Deep Mine w/ Substantial Reserves Remaining
18	R78	Vanduser Mine	880-5195	880-5172	Martin	Moree	37-42-15	82-30-28	\$10,000	\$0	\$10,000	\$0	0.00	0.00	0.00	0.00	0.00	0.00	Deep Mine w/ Substantial Reserves Remaining
19	R79	Excel Mine #2A	898-0951	898-0569	Pike	Piso	37-38-43	82-28-03	\$82,000	\$0	\$82,000	\$0	12.00	0.00	0.00	0.00	400.00	0.00	Deep Mine w/ Substantial Reserves Remaining
20	R80	Excel Mine #1A	898-4492	898-4087	Pike	Gulfare	37-40-30	82-32-29	\$97,000	\$0	\$97,000	\$0	15.80	0.00	0.00	0.00	400.00	0.00	Deep Mine w/ Substantial Reserves Remaining
Haul Road Permits																			
21	A23	Pt. Rock / Pounding Mill Haul Road	898-7093	898-7094	Pike	Phelps	37-34-21	82-09-44	\$322,500	\$105,000	\$26,500	\$0	52.37	0.00	0.00	0.00	0.00	0.00	Haul Road
22	S4	Pt. Rock Haul Road	898-7096	---	Pike	Phelps	37-31-55	82-09-43	\$94,000	\$77,000	\$17,000	\$0	19.00	0.00	0.00	0.00	0.00	0.00	Haul Road
23	S10	Pompey Haul Road	898-7104	898-7096	Pike	Sloppover	37-29-18	82-08-00	\$174,300	\$135,300	\$39,000	\$0	60.00	0.00	0.00	0.00	0.00	0.00	Haul Road
24	S10	Pompey Haul Road	898-7103	898-7037	Pike	Sloppover	37-30-16	82-07-01	\$75,000	\$68,500	\$6,500	\$0	10.00	0.00	0.00	0.00	0.00	0.00	Haul Road
25	R69	Southside Road	898-7086	880-7001	Martin	Intz	37-44-12	82-31-33	\$303,500	\$0	\$303,500	\$0	50.00	0.00	0.00	0.00	2.00	0.00	Haul Road
26	S18	17 West Main Haul Road	898-7037	880-7019	Martin	Pilgrim	37-45-08	82-28-28	\$602,500	\$0	\$602,500	\$0	200.00	0.00	0.00	0.00	0.00	200.00	Haul Road
27	R75	Pigeon Roost Haul Road	898-7038	880-7010	Martin	Pilgrim	37-44-17	82-16-21	\$282,500	\$0	\$282,500	\$0	108.00	0.00	0.00	0.00	108.00	0.00	Haul Road
28	R76	Evans Fork Haulroad	898-7039	880-7021	Martin	Moree	37-44-10	82-28-54	\$381,500	\$0	\$381,500	\$0	120.00	0.00	0.00	0.00	120.00	0.00	Haul Road
29	S9	Foley Br HR	880-7033	880-7033	Martin	Moree	37-44-13	82-31-36	\$177,500	\$103,000	\$25,500	\$0	34.00	0.00	0.00	0.00	34.00	0.00	Haul Road
30	R31	Scott Br Haul Road	898-7097	898-7100	Pike	Meta	37-34-15	82-25-33	\$472,500	\$79,600	\$392,900	\$0	91.00	0.00	0.00	0.00	2.00	0.00	Haul Road
Maintenance Only																			
31	R234	Gossensack Strip	898-0891	898-0805	Pike	Freeburn	37-34-21	82-09-44	\$609,800	\$0	\$609,800	\$0	978.62	0.00	0.00	0.00	978.62	0.00	phase I
32	R235	Slate Branch	898-0893	898-0703	Pike	Ransom	37-34-09	82-11-01	\$1,441,200	\$1,206,600	\$234,600	\$0	125.00	0.00	0.00	0.00	100.00	0.00	1.8mm Tons Reserve-Reclaimed
33	S4	Nelley Br (R# 21)	898-0863	898-0788	Pike	Ransom	37-31-06	82-11-41	\$4,844,800	\$4,453,100	\$391,700	\$0	939.44	0.00	0.00	0.00	929.44	0.00	Partial phase I - 311s to be Certified
34	R84	Pompey East	898-0704	898-0704	Pike	Sloppover	37-31-12	82-05-00	\$105,000	\$0	\$105,000	\$0	77.48	0.00	0.00	0.00	77.48	0.00	phase II
35	S10	Pompey	898-0937	898-0705	Pike	Jamboree	37-29-14	82-07-21	\$2,666,200	\$0	\$2,666,200	\$0	300.00	0.00	0.00	0.00	250.00	0.00	Ready for Phase II Reserves to be Permitted
36	R85	Pompey South	898-0938	898-0711	Pike	Argo	37-29-17	82-08-05	\$1,324,700	\$0	\$1,324,700	\$0	785.00	0.00	0.00	0.00	775.00	0.00	Portion Phase I



## REVELATION TO LCC PERMITS

Job/Per #	Job Name	New PERMIT #	Previous PERMIT #	County	Nearest Community	Latitude	Longitude	Total Bond Amount	EROF Amount	Safety Amount	Supplemental Assurance	LTT Bonds	Disturbed Acres	Sloped	Previous Open Well	Open Well	Redeveloped	Comments
37	R60	R68-4316	R68-4316	Pike	Kimper	37-30-14	82-21-31	\$185,500	\$0	\$185,500	\$0		24.99	0.00	0.00	0.00	0.00	Ready for Phase I: Remove Building?
38	R61	R68-9172	R68-9172	Pike	Kimper	37-29-07	82-21-14	\$463,500	\$0	\$463,500	\$0	\$390,000	21.00	0.00	0.00	0.00	4.00	Ready for Phase I?
39	R70		R68-4006	Martin	Thomas	37-41-27	82-31-09	\$1,004,100	\$0	\$1,004,100	\$0		300.00	0.00	0.00	0.00	300.00	Ready for Phase I
40	R71	R68-0250	R68-0250	Martin	Moree	37-44-14	82-31-36	\$184,800	\$0	\$184,800	\$0		55.00	0.00	0.00	0.00	55.00	Ready for Phase I
41	R72	R68-0252	R68-0187	Martin	Pilgrim	37-44-37	82-28-32	\$2,814,600	\$0	\$2,814,600	\$0		900.00	0.00	0.00	0.00	900.00	Phase I
42	S18	R68-0253	R68-0188	Martin	Pilgrim	37-44-27	82-24-23	\$719,700	\$0	\$719,700	\$300,000		145.40	8.40	1650.00	0.00	137.00	Ready for Phase I: Permit Action
43	S18	R68-0255	R68-0219	Martin	Pilgrim	37-44-20	82-26-25	\$473,300	\$0	\$473,300	\$0		260.00	0.00	400.00	0.00	260.00	Phase II/Phase II
44	S18	R68-0257	R68-0189	Martin	Pilgrim	37-44-27	82-24-23	\$165,100	\$0	\$165,100	\$0		131.80	0.00	0.00	0.00	131.80	Phase I
45	R155	R68-0260	R68-0073	Martin	Pilgrim			\$102,800	\$0	\$102,800	\$0		50.00	0.00	0.00	0.00	50.00	Phase I
46	R156	R68-0262	R68-0041	Martin	Pilgrim			\$779,400	\$0	\$779,400	\$0		400.00	0.00	0.00	0.00	400.00	Phase I
47	R157	R68-0263	R68-0117	Martin	Pilgrim			\$469,700	\$0	\$469,700	\$0		300.00	0.00	0.00	0.00	300.00	Phase I
48	R147	R68-0264	R68-0197	Martin	Milo	37-54-56	82-35-00	\$726,700	\$0	\$726,700	\$0		100.00	0.00	0.00	0.00	100.00	Phase I
49	R73	R68-5192	R68-5044	Martin	Moree	37-42-57	82-30-21	\$461,100	\$0	\$461,100	\$0		292.74	0.00	0.00	0.00	292.74	Phase I
50	R74	R68-5193	R68-5071	Martin	Moree	37-43-52	82-31-48	\$941,400	\$0	\$941,400	\$0		60.00	0.00	0.00	0.00	35.00	To Be Reclaimed with Aldridge Branch
51	R2	R68-5415	R68-0313	Floyd	Starville	37-35-05	82-35-04	\$320,600	\$0	\$320,600	\$0		573.50	0.00	0.00	0.00	573.50	Phase II
52	S8	R68-0230	R68-0246	Martin	McClure	37-42-02	82-31-12	\$479,350	\$0	\$479,350	\$0		311.28	0.00	0.00	0.00	311.28	Phase I
53	R7	R68-0239	R68-0165	Martin	Pilgrim	37-44-35	82-28-39	\$215,800	\$0	\$215,800	\$0		157.40	0.00	0.00	0.00	157.40	Phase I
54	R8	R68-0240	R68-0166	Martin	Pilgrim	37-45-05	82-29-13	\$531,000	\$0	\$531,000	\$0		192.40	0.00	0.00	0.00	192.40	Phase I
55	R32	R68-0900	R68-0921	Pike	Piso	37-37-55	82-28-52	\$1,037,600	\$747,100	\$390,700	\$0		520.00	0.00	0.00	0.00	500.00	Portion Phase II
56	R24	R68-0929	R68-0763	Pike	Piso	37-35-57	82-29-08	\$170,900	\$0	\$170,900	\$0		300.00	0.00	0.00	0.00	300.00	Phase II
57	R25	R68-0930	R68-0764	Pike	Meta	37-35-49	82-28-40	\$462,400	\$0	\$462,400	\$0		275.00	0.00	0.00	0.00	270.00	Phase I
58	R26	R68-0931	R68-0644	Pike	Thomas	37-40-44	82-37-01	\$34,800	\$0	\$34,800	\$0		25.15	0.00	0.00	0.00	25.15	Ready for Phase I
59	S20	R68-0984	R68-0778	Pike	McCombs	37-39-59	82-35-48	\$347,500	\$0	\$347,500	\$0		200.75	0.00	0.00	0.00	200.75	Phase I
<b>New Permits (Undisturbed)</b>																		
60	A23	R68-0894	R68-0792	Pike	Stopover	37-31-09	82-09-43	\$75,000	\$0	\$75,000	\$0		0.00	0.00	0.00	0.00	0.00	Not Disturbed
61	A20	R68-0876		Pike	Meathouse	37-33-04	82-18-29	\$281,500	\$244,000	\$37,500	\$0		0.00	0.00	0.00	0.00	0.00	Not Disturbed
<b>64</b>																		
<b>Total Bond Amount</b>									<b>54,482,539.00</b>	<b>21,446,150.00</b>	<b>Supplemental Assurance</b>	<b>LTT Bonds</b>	<b>13,768.16</b>	<b>875.23</b>	<b>34,120.00</b>	<b>29,711.96</b>	<b>11,079.08</b>	
										<b>33,036,389.00</b>	<b>5,550,000.00</b>							

**Schedule 2.1(d)**

**Equipment**

All improvements, furniture, fixtures, equipment, machinery, tools, vehicles, and office equipment located at the (i) Pontiki Mine, (ii) Pontiki Prep Plant and (iii) Sunny Ridge Loadout Facility (aka Phelp's Loadout Facility).

**Schedule 2.1(e)**

**Contracts**

NONE

**Schedule 2.1(f)**

**Other Purchased Assets**

All inventory, supplies and any other tangible personal property located at the (i) Pontiki Mine, (ii) Pontiki Prep Plant and (iii) Sunny Ridge Loadout Facility (aka Phelp's Loadout Facility).



**Schedule 3.2(d)**

**Litigation**

NONE

**Schedule 3.2(e)**

**Environmental Actions**

NONE